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06/20/75

LEASE NO. 20217

FORM I.D. 24A REV. 71-Z-1-74-6M

(Rev. of No. 76170, 76176, 76177)

RAILROAD COPY This Indenture

Made this 20th day of June, A.D. 19 75, by and between the

CHICAGO, MILWAUKEE, ST. PAUL and PACIFIC RAILROAD COMPANY

hereinafter referred to as "Railroad Company," and

CORPORATION

POTLATCH ~~XXXXXX~~ a Delaware Corporation

of Lewiston, Idaho 83501, hereinafter referred to in the singular neuter gender as "Lessee,"

WITNESSETH:

FIRST: The Railroad Company does hereby lease, demise and let unto the Lessee, the following piece or parcel of land lying within and being a portion of its property, at the Station of Avery County of Shoshone State of Idaho and described as follows, to-wit:

That portion of the Railroad Company's station grounds in Government Lots 1, 2 & 3, Sec. 16, T 45 N, R 5 E, B.M., containing approximately 4.5 acres, and being more particularly shown outlined in red on the exhibit dated 6/17/75, attached hereto and made a part hereof.

Term
Effective
Date

TO HOLD for the term of - FIVE - year ⁸ from the first day

of July, 19 75, subject, however to the right of either party to terminate this indenture by giving to the other sixty (60) days written notice of its desire to do so and to the following express conditions, viz:

Rental

1. That the Lessee shall pay as rent for said demised premises the sum of NINE HUNDRED

AND NO/100-----(\$900.00)----- Dollars
per annum payable annually in advance:

Taxes

2a. That the Lessee shall pay all taxes and assessments (except special assessments for permanent improvements) legally levied or assessed against said premises during the term hereof or of any extension thereof; and in case of special assessments for permanent improvements, the annual rental will be increased by 8% of such assessment, except that the amount of taxes payable for the year in which the lease is terminated shall not exceed the portion thereof accrued from the first day of the year to the effective date of termination;

2b. That the Lessee shall pay all taxes and assessments legally levied or assessed against its improvements located upon the demised premises during the term hereof or any extension thereof, and in the event said lease is terminated Lessee shall pay the full amount assessed against said improvements for the year in which termination occurs;

Purpose

3. That the Lessee shall use said premises as a site for log loading, storage,

shop building and residences-----

and for no other purpose whatsoever, unless the Railroad Company shall consent in writing to a change of use, and that it will not, without like consent, assign this lease or under-lease said premises or any part thereof;

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4. That the Lessee shall continuously carry on its business upon said premises in an efficient manner, unless discontinued by written consent of the Railroad Company; that said premises shall be used and the business thereon conducted, insofar as it may affect the interests or operations of the Railroad Company, to the approval of its General Manager; and that it will not in any way obstruct or interfere with the tracks of the Railroad Company;

5. That the property herein demised is leased in its condition at the date hereof; that any and all facilities, including overhead or underground fixtures, located thereon shall be maintained and operated as heretofore;

6. That the Lessee shall erect upon said site the facilities appropriate for the uses herein mentioned, and have the same completed and ready for use within three months from the date of this lease; and that all doors on the track side of any building or buildings shall be so constructed as to open inward or be of a sliding type;

7. The Lessee agrees to keep said premises and all improvements thereon in a neat and orderly condition, and to cover all improvements with one or more coats of approved paint, whenever required so to do by the Railroad Company, of such color as the Railroad Company may direct, and that no signs nor advertisements of any description shall be permitted to be painted or posted upon said improvements, or about said premises, other than those of the business of the Lessee, and as shall be approved by the Railroad Company;

8. It is understood that the movement of railroad locomotives includes some risk of fire, and the Lessee assumes all liability for and agrees to indemnify the Railroad Company against loss or damage to property of the Lessee, or to property upon the Lessee's premises, arising from fire caused by locomotives operated by the Railroad Company in the vicinity of said demised premises, except to the premises of the Railroad Company, and to rolling stock belonging to the Railroad Company or to others, and to shipments in the course of transportation;

9. That the Lessee hereby releases the Railroad Company from and agrees to indemnify it against all loss, damage or injury, caused by or resulting from any act or omission of the Lessee, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, while on or about said demised premises, and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally;

10. That in any case where the covenants, agreements and releases contained in the two preceding paragraphs shall be held not to be valid in law, the Railroad Company shall have the full benefit of any insurance, effected by the Lessee upon the property injured or destroyed;

11. That the Lessee shall comply with all applicable Federal and State laws and regulations and municipal ordinances in respect of the conduct of its business upon said premises;

12. That any violation of or failure to comply with any condition herein, within thirty (30) days written notice of violation, shall terminate this lease without any further notice or act upon the part of the Railroad Company, and thereupon it may re-enter and take possession of said premises, as by law provided;

12a. Nothing herein contained shall affect the right of either party to terminate this lease on written notice as herein provided and in the event of such termination any unearned rental shall be refunded.

The parties hereto acknowledge that the Environmental Protection Clause rider was attached to and made a part of this lease prior to the execution thereof by either party.

That the right or interest created by this instrument shall be subject and subordinate to the continuing lien of the First Mortgage dated as of January 1, 1944, executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and to the lien of the General Mortgage dated as of January 1, 1944, executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Harris Trust and Savings Bank, Trustee;

SECOND: The Lessee hereby accepts the foregoing lease, and covenants and agrees faithfully to observe and perform all the terms, conditions and requirements therein contained, and it further agrees that it will surrender said demised premises at any termination of this lease, and will, on or before the effective date of such termination, completely remove from said premises all property owned or placed therein by it, and will restore the premises to a state of usefulness for general purposes; that failure so to remove all such property shall be conclusively deemed an abandonment thereof to said Railroad Company, thereby waiving all its right, title and interest in and to such abandoned property; and that in such case the Railroad Company shall, from and after the effective date of any such termination, be at full liberty to re-enter and take possession of all the demised premises and, at the sole expense of the Lessee, to remove therefrom all such property there remaining and to restore the premises to a state of usefulness for general purposes, and the Lessee hereby binds itself to pay unto the Railroad Company promptly upon receipt of bill therefor, the entire cost and expense of such removal and restoration; or, at Railroad Company's own sole option, to appropriate and dispose of any such property without any liability or accountability whatever therefor; but nothing herein contained shall preclude the Railroad Company from any other legal remedy;

All the terms, conditions and covenants of this lease shall, during its continuance, be binding upon the Railroad Company, its successors and assigns, and upon the Lessee and its successors and assigns, heirs, and legal representatives.

IN WITNESS WHEREOF, The parties hereto have caused these presents to be duly executed the day and year first above written.

CHICAGO, MILWAUKEE, ST. PAUL and PACIFIC RAILROAD COMPANY

WITNESS FOR RAILROAD COMPANY

By

VICE PRESIDENT

ATTEST:

Asst. Secretary

POTLATCH CORPORATION

Vice President

ENVIRONMENTAL PROTECTION CLAUSE

Lessee shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority controlling environmental standards and conditions on the premises. If, as a result of Lessee's operations hereunder, any such ordinance, rule, regulation, requirement or law is violated, Lessee shall protect, save harmless, defend and indemnify Railroad Company from and against any penalties, fines, costs and expenses, including legal fees and court costs imposed upon or incurred by Railroad Company caused by, resulting from or connected with such violation or violations.

LEASE No. 50217

CHICAGO, MILWAUKEE, ST. PAUL,
AND
PACIFIC RAILROAD COMPANY
TO

LEASE

Expires on 60 days' notice after _____

Terminates _____

Rental _____

Payable _____

Taxes _____

Use _____

Noted 2770 W. H. H. H.
MANAGER DISBURSEMENT ACCOUNTING

Account No. 510